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Stop and Shop Companies, Inc. and United Food and Commercial Workers, AFL-CIO, Locals 1325, 1445 (1982)

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Stop and Shop Companies, Inc. and United Food and Commercial Workers, AFL-CIO, Locals 1325, 1445 (1982)

Location

RI; ME; NH

Effective Date

2-14-1982

Expiration Date

2-9-1985

Employer

Stop & Shop Companies, Inc.

Union

United Food and Commercial Workers

Union Local

1325, 1445

NAICS

44

Sector

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AGREEMENT WITH
THE STOP & SHOP COMPANIES, INC.

AND

LOCAL UNIONS

1325

1445

CHARTERED BY THE
UNITED FOOD AND COMMERCIAL WORKERS UNION

AFL-CIO

Effective Date: February 14, 1982

Expiration Date: February 9, 1985

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INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
Automation-Mechanization-New Class.....	40	37
Bulletin Boards.....	32	34
Crossing Picket Line.....	24	27
Death in Family.....	20	25
Duration.....	42	37
Employment of Union Members.....	2	1
General Conditions.....	3	2
Grievance and Arbitration.....	25	27
Health and Welfare.....	21	25
Holidays.....	10	5
Hours.....	12	9
Injuries.....	17	22
Interpretation of Agreement.....	41	37
Jury Duty.....	24	23
Leave of Absence.....	11	7
Management.....	16	22
Management Trainees.....	36	35
Military Duty.....	19	23
No Individual Agreements.....	8	4
No Reduction in Wages.....	9	5
No Strikes-No Lockouts.....	23	26
Polygraph.....	29	32
Privileges.....	5	4
Recognition.....	1	1
Registers.....	7	4
Rest Periods.....	6	4
Retirement.....	22	26
Seniority.....	26	28
Sick Leave.....	39	36
Store Cards/Decals.....	37	35
Store Representative.....	35	35
Time Clerks.....	34	34
Transfers.....	30	33
Transportation.....	31	31
Union Checkoff.....	27	32
Vacations.....	15	20
Validity.....	33	34
Visiting Stores.....	4	3
Wage Statement.....	38	36
Wages.....	14	12
Wearing Apparel and Tools.....	13	12
Work Schedules.....	28	32
Memorandum of Understanding.....		38

This Agreement, entered into as of this 14th day of February, 1982, between The Stop & Shop Companies, Inc., its successors or assigns in whole or in part, with its principal place of business located in Boston, Massachusetts, Suffolk County, as party of the first part, hereinafter called the "Employer," and Local Unions -1325 - 1445 - chartered by the United Food and Commercial Workers Union AFL-CIO, and their successors and assigns as party of the second part hereinafter called the "Union."

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole bargaining agent for all of its employees in its food supermarkets and any future food supermarket in the States of Massachusetts, Rhode Island, Maine and New Hampshire, except supervisory employees and meat, fish, delicatessen and poultry department employees.

This Agreement shall be binding upon the Employer herein and its successors and assigns and no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale transfer, assignment, or any other disposition of the Employer herein, or by any change to any other form of business organization, or by any change, geographical or otherwise, in the location of the Employer herein. The Employer agrees that it will not conclude any of the above described transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof regardless of any change of any kind in management, location, form of business organization, or ownership.

ARTICLE 2

EMPLOYMENT OF UNION MEMBERS

Section 1 - All employees shall, as a condition of employment, become members of the Union, not later than the first of the month following thirty (30) days of employment by the Employer, or not later than the thirty-first (31st) day following the execution date of this Agreement, whichever is later, except that employees hired for new store openings and for major remodeled stores shall be on probation for the first sixty (60) days of employment. After completion of the probationary period, employees shall remain members of the union in good standing during the period of their employment. All employees who are members of the Union on the effective date of this Agreement shall remain members in good standing during the term of this Agreement.

Section 2 - The Employer agrees that each store will forward to the respective local union a copy of the completed Check-Off Authorization Card for each new hire at the end of each work week. The Check-Off Authorization Card shall include the following information: the employee's name, address, social security number, classification, the date of employment, and the date of birth.

Section 3 - The Employer agrees that each store will notify the Local Union in writing, on a weekly basis, of the date of termination of any employee subject to this Agreement provided said employee has completed their probationary period.

Section 4 - An employee shall be on probation until the first of the month following thirty (30) days of employment and may be discharged without cause. Employees hired for new store openings and for major remodeled stores shall be on probation and may be discharged without cause during the first sixty (60) calendar days of employment. Probationary employees are covered by this Agreement and they shall be accorded all its benefits except Article 25.

Section 5 - Upon failure of any employee to tender his initiation fee or dues to the Union within the period, and under the conditions specified in Section 1 above, the Union shall notify the Employer in writing of such failure, and the Employer shall, upon receipt of such notice, and not more than seven (7) days thereafter, discharge such employee.

Section 6 - When new employees are to be hired for the bargaining unit, the Union shall be notified and shall have equal opportunity with all other sources to refer and recommend applicants for employment. Persons referred by the Union shall be given equal opportunity for employment with all other applicants. The Employer reserves the right to select the applicant to be hired, but there shall be no discrimination against any applicant by reason of membership or non-membership in the Union.

ARTICLE 3

GENERAL CONDITIONS

Section 1 WEDDING PRESENT

(A) A regular full-time employee who has been in the continuous full-time employ of the Employer for two (2) years or more, receives as a wedding gift, in the form of a gift certificate good at any of The Stop & Shop Companies, one week's pay equal to his basic weekly earnings.

(B) A regular full-time employee who has been in the continuous full-time employ of the Employer for one (1) year, but less than two (2) years, shall receive a gift certificate of The Stop & Shop Companies in the amount of \$10.00

(C) Regular full-time employees, who have converted from part-time shall receive one-half (1/2) credit for part-time employment towards their eligibility for the above sections.

(D) Requests for wedding presents are made in writing by the Market Manager to the Personnel Division. The wedding gift is presented after the marriage takes place.

Section 2

(A) In the event the Union has evidence or information relating thereto which leads it to believe that an error has been made relating to rates of pay or the payment of Accident and Sickness or Pension contributions, the Employer agrees to supply the Union within fourteen (14) days with payroll data regarding the particular claim.

(B) When a step rate increase is due an employee, it shall be paid as of the Monday of the week in which the date occurs.

(C) It is possible to have an employee earning a classification rate in a department that does not warrant it.

Section 3 - EMPLOYER MEETINGS

Employees shall not be required to attend Company meetings on their own time.

Section 4 - No employee shall be required to work beyond 6:00 P.M. on Christmas Eve and New Year's Eve.

Section 5 - EMPLOYEE'S VEHICLES

No employee shall be obliged to use a privately owned vehicle for company business.

Section 6 - ELECTION DAYS

On request of the Union or an employee, the Employer will arrange the work schedule for a Federal, State, or local government election day week so that those employees who would not otherwise be able to, shall have an opportunity to vote.

Section 7 - FIRST AID KIT

The Employer shall provide an accessible first aid kit in all stores.

Section 8 - It is understood and agreed that wherever "he" and "she" appear in this Agreement it shall apply to all employees.

Section 9 - The Employer and the Union agree that they will not discriminate against any employee because of race, color, religion, age, sex, handicap, or national origin.

ARTICLE 4

VISITING STORES

A duly authorized representative of the Union may visit the stores for the purpose of conducting Union business, but in so doing shall not interfere with the Employer's operation.

ARTICLE 5

PRIVILEGES

All existing employee privileges shall remain in effect during the term of this Agreement.

ARTICLE 6

REST PERIODS

Any employee scheduled for seven (7) or more hours shall receive two (2) fifteen-minute relief periods. Any employee scheduled for less than seven (7) hours shall receive one (1) fifteen-minute relief period.

Relief periods shall be given as near as possible to the middle of the forenoon/afternoon/evening work period.

ARTICLE 7

REGISTERS

In those stores in which each employee handling cash has his own cash drawer, no employee shall be held responsible for shortages in his cash drawer unless he has been given the privilege of counting his cash and has been given his register reading before and after the cash has been counted. Only one employee shall be empowered to ring up on the cash register drawer for which he is responsible. For purposes of this Article the term "cash" shall include stamps, coupons, certificates.

ARTICLE 8

NO INDIVIDUAL AGREEMENTS

The employer agrees that it will not enter into any individual agreement with any employee covered by this Agreement which is contrary to the terms of this Agreement, and will cancel all such agreements now in existence.

It is understood and agreed by both parties that there shall be no subterfuge to defeat the purpose of this Agreement.

ARTICLE 9

NO REDUCTION IN WAGES

There shall be no reduction in wages or hourly rate of pay for any employee as a result of the adoption of this Agreement.

ARTICLE 10

HOLIDAYS

Section 1 - The Employer shall observe the following holidays with pay, regardless of the day of the week upon which they fall. When a holiday falls on Sunday, it shall be observed on the following Monday.

"In order to be eligible for holiday pay, an employee must work the scheduled workday before and the scheduled workday after the holiday unless out due to excused absence. An employee must also perform work during the week in which the holiday occurs."

LOCALS

MAJOR HOLIDAYS

MINOR HOLIDAYS

1325 (MASS. ONLY), 1445

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas

Patriot's Day
Columbus Day
Veteran's Day

2 Personal Holidays (two week's prior notice)

1325 (R.I. ONLY)

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas
V-J Day
Employee Birthday

Columbus Day
Veteran's Day

2 Personal Holidays (two week's prior notice)

When stores are opened in states other than those referred to, the Employer and the Union shall meet and agree upon the applicable holidays.

Section 2 - ELIGIBILITY FOR PART-TIME EMPLOYEES

Part-time employees after three (3) months service shall be eligible for holidays provided that in order to be eligible for holiday pay, an employee must work the scheduled workday before and the scheduled workday after the holiday unless out due to excused absence. An employee must also perform work during the week in which the holiday occurs.

Part-time employees hired after 2/21/82 shall be eligible for holidays as follows:

	<u>Locals 1445,1325 (Mass.)</u>	<u>1325 (R.I.)</u>
After 3 months	New Year's Labor Day Thanksgiving Independence Day Christmas	New Year's Labor Day Thanksgiving Independence Day Christmas
After 6 months	Washington's Birthday Memorial Day Patriot's Day Columbus Day Veteran's Day	Employee Birthday Memorial Day V-J Day Columbus Day Veteran's Day
After 1 year	2 Personal Holidays	2 Personal Holidays

Eligible Part-time employees shall be paid for the foregoing holidays according to the following formula:

Less than 24 hours	4 hours pay
24 to 30 hours	6 hours pay
30 to 35 hours	7 hours pay
35 hours and over	8 hours pay

The above formula will be based on the average of the hours worked during the four (4) week period prior to the holiday.

Section 3 - ELIGIBILITY FOR FULL-TIME EMPLOYEES

Full-time employees shall receive eight (8) hours of pay for any of the above listed holidays provided that in order to be eligible for holiday pay an employee must work the scheduled workday before and the scheduled workday after the holiday unless out due to an excused absence. An employee must also perform work during the week in which the holiday occurs.

Section 4 - Any employee transferred to a different state shall receive no less than nor more than twelve (12) paid holidays in a calendar year because of a transfer.

ARTICLE 11

LEAVE OF ABSENCE

Section 1 - All employees with one or more years of continuous service may be granted a leave of absence of up to six (6) months for reasons other than sickness, accident, or pregnancy provided such requests are reasonable.

Section 2 - Requests for a leave of absence shall be in writing and submitted to the Vice President of Personnel, Stop & Shop Supermarket Company, P.O. Box 1942, Boston, Massachusetts 02105, and the employee must mail a copy to the local union office. The authority to approve or disapprove a leave of absence shall be vested with the Vice President of Personnel, Stop & Shop Supermarket Co.

Section 3 - An employee shall be notified in writing within a fourteen (14) day period of time if the requested leave of absence has been approved or denied. This letter shall specify the time limit placed on the leave of absence. A copy of such letter shall be sent to the appropriate Local Union. If the employee fails to return to work or communicate with the Labor Relations Division before his leave expires, his employment shall be terminated. Denial of a leave of absence may be subject to the grievance procedure.

Section 4 - An employee on any approved leave of absence shall be automatically terminated if:

- (A) He or she does not return to work when the leave of absence expires.
- (B) He or she works elsewhere while on leave without express permission in writing from the Employer to be so employed.

Section 5

(A) In the event that an employee is unable to work due to sickness, accident, or pregnancy, the employee shall be re-employed at such time as the employee is able to resume his or her normal duties, provided that the employee is able to resume such duties within six (6) months.

If the employee is unable to resume his normal duties, the Employer and the Union shall meet to discuss and resolve his return to work.

(B) An employee who returns from authorized leave of absence (other than sickness, accident, or pregnancy) of three months or more, and who was eligible for his vacation benefits when he commenced his leave of absence, shall be entitled to his vacation benefits immediately upon his return from said leave of absence. An employee who returns from an authorized leave of absence of three months or more, and who was not eligible for any vacation benefits when he commenced his leave of absence, is not entitled to his vacation benefits until he has been continuously employed for a period of three months after his return from said leave of absence.

Time lost by sickness, accident or pregnancy shall not be deducted in determining the eligibility of an employee's vacation time, seniority and wages.

(C) Qualified employees losing time due to sickness, accident, or pregnancy shall be covered under the Health and Welfare program - weekly indemnity; group life insurance, and hospitalization. The cost of maintaining these benefits shall be borne by the Employer for a period of up to six (6) months.

Section 6 - An employee who returns from an authorized leave of absence shall be entitled to receive earned vacation during the calendar year in which the employee returns.

Section 7 - An employee elected to public office shall be granted such leave of absence to correspond with one elected term of office without pay. Upon proper notice an employee elected to public office not requiring his full-time service shall be granted the necessary time off without pay to perform the duties of his office.

Section 8 - Any employee on approved leave of absence shall continue to accumulate all seniority rights.

Section 9 - Requests to extend a leave of absence for an additional six (6) months shall be in writing and shall be subject to the Employer's approval. A copy of any correspondence on such requests shall be sent to the appropriate Local Union, and the Union has the right to arbitrate any unreasonable denial.

Section 10 - LEAVE OF ABSENCE FOR UNION DUTIES

Any member of the Union being elected or appointed to an office in the Union or as a delegate to any Union activity necessitating temporary leave of absence shall be granted such leave of absence and shall at the end of the term in the first instance, or at the end of his mission in the second instance, be restored to his former position or to a position of similar type at the then prevailing wage rate. When an employee returns from a leave of absence for union duties, and makes application to return to work within ninety (90) days of his release, he shall be reinstated within fifteen (15) days from the date of application to return to work.

Section 11 - Employees must notify the Store Manager as soon as possible of the date they expect to return to work from sickness and accident leave which exceeds four (4) weeks. The Employer may demand proof of absence, such as a doctor's certificate or other acceptable proof of leave, when any one of the following three (3) conditions shall exist:

- (A) Excessive absenteeism
- (B) Period exceeds four (4) weeks
- (C) Reasonable question of abuse

Section 12 - Provided Section 11 does not apply, the Employer agrees that employees who notify the Store Manager when ready to return to work shall be scheduled on the next work schedule after their request.

Section 13 - A Market Manager may grant up to four (4) weeks of unpaid vacation time within a calendar year.

Section 14 - Employees on leave of absence under Article 11 should contact the Fund Office if they seek to continue health and welfare coverage beyond the period for which the Employer makes contributions.

ARTICLE 12

HOURS

Section 1 - FULL-TIME EMPLOYEES' WORK WEEK

- (A) Regular Work Week - All full-time employees - Monday through Saturday, five 8-hour days - 40 hours.

Holiday Work Week - All full-time employees - four 8-hour days - 32 hours.

- (B) FULL-TIME CLERKS HIRED OR APPOINTED FROM PART-TIME EMPLOYMENT PRIOR TO FEBRUARY 14, 1972

May be scheduled to work one evening shift ending no later than 10:00 P.M., and on the remaining four days may be scheduled to work between 6:00 A.M. and 6:00 P.M.

- (C) FULL-TIME CLERKS HIRED OR APPOINTED FROM PART-TIME EMPLOYMENT ON OR AFTER February 14, 1972

May be scheduled on two (2) days for eight (8) straight-time hours between 6:00 A.M. and 10:00 P.M.

- (D) EMPLOYEES PROMOTED TO CLASSIFIED PRIOR TO FEBRUARY 11, 1979

May be scheduled to work one evening shift ending no later than 10:00 P.M. and on the remaining four days may be scheduled to work between 6:00 A.M. and 6:00 P.M.

- (E) EMPLOYEES PROMOTED TO CLASSIFIED ON OR AFTER FEBRUARY 11, 1979

May be scheduled on two (2) days for eight (8) straight-time hours between 6:00 A.M. and 10:00 P.M.

Section 2 - HOURS OF WORK FOR PART-TIME EMPLOYEES

- (A) The hours of work determining the status of a part-time employee shall be: thirty (30) hours per week or less.
- (B) When a part-time employee is scheduled to work on a Saturday, he shall be scheduled for no less than six (6) hours. This shall not apply to employees hired after February 27, 1977.

A part-time employee shall be scheduled for no less than fifteen (15) hours a week, and for no less than four (4) hours per day. Part-time employees hired after February 10, 1979 shall be scheduled for no less than twelve (12) hours in a holiday week.

- (C) Part-time employees working over thirty (30) hours per week shall be paid the applicable full-time hourly rate (per Article 14, Section 15 (a) of this Agreement) for all hours in excess of thirty (30), except that from May 1st to September 15 each year, when part-time employees shall be paid at their part-time rate of pay for all hours up to and including forty (40) hours per week. Scheduled hours in excess of thirty (30) shall be offered to the senior employee in the department available to work the hours. Unscheduled hours in excess of thirty (30) shall be offered to the senior employee in the department working at the time the hours arise.

Section 3 - OVERTIME PAY

(A)

1. All employees shall be paid time and one-half the employee's regular hourly rate for all hours worked in excess of:
 - (a) forty (40) hours or the sixth day in a regular week;
 - (b) thirty-two (32) hours or the fifth day in a holiday week;
 - or;
 - (c) eight (8) hours a day.
2. A part-time employee shall be paid time and one-half the employee's basic rate of pay for all hours worked:
 - (a) prior to 6:00 A.M.; or
 - (b) one-half (1/2) hour after store closing, or 10:00 P.M., whichever is later. If store hours change from normal store closing on a temporary basis, employees shall receive one (1) week's notification.

In 24-hour stores "store closing" shall be defined as midnight.

(B) MAJOR HOLIDAYS AND SUNDAYS

- (1) When employees (including department heads and part-time employees) are requested by the Employer to work on a Sunday

or any major holiday, they shall receive double their regular hourly rate for hours worked but such hours worked shall not be counted as hours worked toward figuring weekly overtime.

(2) If the Massachusetts law changes to allow for year round Sunday openings and Sunday work, employees covered under this agreement working in Massachusetts will also be paid time and one-half for Sunday work.

(3) If a more favorable Sunday provision is negotiated by the majority of our competition in Rhode Island, it will be applied to our contract. In no case will it result in a pay rate less than time and one-half.

(C) MINOR HOLIDAYS

When employees (including department heads and part-time employees) are requested by the Employer to work on any of the minor holidays as outlined in Article 10, entitled (Holidays), they shall receive time and one-half their regular hourly rate for hours worked, but such hours worked shall not be counted as hours worked toward figuring weekly overtime.

(D) No employee shall be compelled to accept overtime. If too few employees accept overtime, employees shall be required to work by inverse seniority within the department.

(E) Work performed on Sundays and Holidays, as listed under Article 10, shall not be considered part of the scheduled work week.

(F) Scheduled overtime shall be rotated within the store. Employees shall not lose their turn in the rotation. There shall be two groups within which employees shall be rotated:

- (1) Classified and other full-time, and
- (2) Part-time employees

When an employee refuses overtime, it shall be counted as time worked for purposes of determining whether the Company has complied with the provisions above.

Section 4 - PREMIUM SHIFT PAYMENT

A premium shift of 15% shall apply for work performed in stores that have a weekly volume in excess of \$30,000 per week and/or those stores open more than two evenings a week for all employees except Department Heads, full-time employees and part-time checkers as follows: 6:00 P.M. to 10:00 P.M. (beyond the first evening). The foregoing provision shall not apply to employees hired after February 14, 1972.

Section 5 - MEAL PERIOD

Working hours shall be consecutive in any day in which an employee is employed with one full hour for lunch between 11:00 A.M. and 2:00 P.M., and not more than one full hour for supper between the hours of 4:00 P.M. and

7:00 P.M. However, in the event an employee, with the consent of the Employer, desires one-half hour for lunch or supper it may be so arranged, if permitted by law. Meal periods should be as close to the middle of the work schedule as possible.

Section 6 - When an employee is requested by the Employer to undergo a physical examination during his working hours, or to be present at court, or at any legal proceedings, on behalf of and at the request of the Employer, then such time will be considered as time worked.

Section 7 - When an employee is requested or scheduled to report for work and upon reporting finds no work available, he shall receive payment for those hours he is scheduled to work on the particular day.

Section 8 - The Employer agrees that the work schedule shall be arranged to provide all employees with at least one Saturday night off (6:00 P.M. on) out of each three (3) consecutive Saturdays.

ARTICLE 13

WEARING APPAREL AND TOOLS

The Employer agrees to furnish and launder without cost to the employee any special wearing apparel that it may require the employee to wear, such as coats, aprons, and smocks. Employees who are required to work outside in foul weather, or in freezers will be furnished with such protective outer clothing as needed.

The Employer further agrees to furnish such tools without cost as are customarily required in the course of employment.

The Union agrees that the employees shall use these items with care and only for the purpose for which they were intended.

ARTICLE 14

WAGES

The following minimum rates become effective the week beginning as follows:

Section 1 - GROCERY AND PRODUCE DEPARTMENT HEADS

Those employees classified as Grocery or Produce Department Heads on or before February 21, 1982 shall receive the following general wage increases added to their rate on that date, or the applicable rate as follows, whichever is greater. Those employees appointed to Grocery or Produce Department Heads after February 21, 1982 shall receive the appropriate rate.

	<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
Rate	\$ 460.00	\$ 485.00	\$ 510.00
General Wage Inc.	25.00	25.00	25.00

Section 2 - HEAD PRODUCE CLERKS AND ASSISTANT GROCERY DEPARTMENT HEADS

A) Those employees classified as Head Produce Clerks or Assistant Grocery Department Heads on or before February 21, 1982, shall receive the following general wage increases added to their rate on that date, or the applicable rate below, whichever is greater.

	<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
Rate	\$ 395.00	\$ 409.00	\$ 422.00
General Wage Inc.	25.00	14.00	13.00

Effective 2/13/83 employees in these classifications on 2/21/82 and still holding these classifications will receive a payment of \$150.00.

B) Future appointments to above classification vacancies (caused by attrition) will be optional*. The rates will be as follows:

<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
\$372.00	397.00	\$422.00

*Full-time jobs will not be reduced by application of this provision.

Section 3 - Full-time Clerks

	<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
After 30 days	\$200.00	\$225.00	\$250.00
After 4 mos.	225.00	250.00	275.00
After 8 mos.	255.00	280.00	305.00
After 16 mos.	285.00	310.00	335.00
After 24 mos.	315.00	340.00	365.00
After 36 mos.	352.00	377.00	402.00
General Wage Inc.	25.00	25.00	25.00

Section 4 - CASH DEPARTMENT HEAD

Those employees classified as Cash Department Heads on or before February 21, 1982 shall receive the following general wage increases added to their rate on that date, or the applicable rate below, whichever is greater.

Those employees appointed to Cash Department Head after February 21, 1982 shall receive the appropriate rate.

	<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
Rate	\$400.00	\$425.00	\$450.00
General Wage Inc.	25.00	25.00	25.00

Section 5 - PART-TIME CASH DEPARTMENT HEAD

In Store Manager type stores a part-time employee shall be designated to perform all the functions of a Cash Department Head, such employee shall be classified as a Part-Time Cash Department Head and shall receive (15¢) per hour over his regular part-time rate.

Section 6 - Head Florist Clerk

A) Employees holding classification as of 2/21/82:

	<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
Rate	\$402.00	\$412.00	\$422.00
General Wage Inc.	25.00	10.00	10.00

Effective 2/13/83 employees in this classification on 2/21/82 and still holding this classification will receive a payment of \$150.00

B) Future appointments to above classification vacancies (caused by attrition) will be optional*. The rates will be as follows:

<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
\$372.00	\$397.00	\$422.00

*Full-time jobs will not be reduced by application of this provision.

Section 7 - Office Clerk

	<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
Rate	\$354.00	\$379.00	\$404.00
General Wage Inc.	25.00	25.00	25.00

Section 8 - Part-time Clerks and Checkers

Hired as a Clerk or Checker prior to 2/21/82 or appointed from Service/Courtesy Clerk prior to 2/21/82:

	<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
After 30 days	\$ 3.80	-	-
After 6 mos.	3.85	-	-
After 12 mos.	4.10	4.35	-
After 18 mos.	4.40	4.55	-
After 24 mos.	4.60	4.85	5.10
After 30 mos.	5.10	5.25	5.50
After 36 mos.	6.27	6.27	6.27
General Wage Inc.	.325	.25	.25

Section 9 - Part-time Clerks and Checkers

Hired as a Clerk or Checker on or after 2/21/82 or appointed from Service/Courtesy Clerk on or after 2/21/82:

After 30 days	\$3.65
After 6 mos.	3.85
After 12 mos.	4.10
After 18 mos.	4.30
After 24 mos.	4.80
After 30 mos.	5.30
After 36 mos.	6.27

No general wage increases.

Section 10 - Courtesy Clerks and Service Clerks

After 30 days	\$3.45
After 6 mos.	3.55

General Wage Increases:

	<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
A) Service/Courtesy Clerks on payroll on 2/21/82	\$.20	\$.15	\$.15
B) Service/Courtesy Clerks hired after 2/21/82 with 30-days service.	--	.10	.10

Service Clerks/Courtesy Clerks

A Service/Courtesy Clerk is an employee whose duties do not include any of the work of a regular clerk - Service/Courtesy Clerks may perform cleanup work in the sales areas as well as rest rooms and lunch rooms. They may clean customer breakage, sweep and spot mop. Service/Courtesy Clerks may keep the check-stands stocked with supplies, such supplies not to include merchandise offered for sale. Service/Courtesy Clerks may handle merchandise after it has become the property of the customer, do customer returns and price checks, and may also assist the checker or cashier in removing merchandise from the carriages. Service/Courtesy Clerks may collect and line up carriages from the parking lot and return them to the store and may keep the area orderly and free from refuse. Service/Courtesy Clerks may carry empty bottles to a collection point and refuse to a point of disposal.

The Employer agrees to provide identification to Service Clerks/Courtesy Clerks to distinguish employees in the store. The Employer agrees to use separate time schedules for Service Clerks/Courtesy Clerks.

Service and/or Courtesy Clerks shall be given preference in filling Part-Time Clerk/Checker vacancies.

There shall be a thirty (30) day trial period for Courtesy Clerks appointed to Clerk or Checker. Such employee shall receive the Clerk/Checker rate during the trial period.

Courtesy Clerks hired after 2/21/82 and subsequently promoted to part-time Clerks will receive the next higher rate in the applicable table and receive progression increases from that point forward.

Section 11 - PORTERS

The duties of Porters shall be limited to the general cleaning up of the store and the parking area, but in no instance shall Porters be allowed to handle, display, or sell merchandise.

	<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
Full or Part-Time	\$4.375	\$4.625	\$4.875

General wage increase for those Porters on payroll as of 2/21/82:

	<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
Part-time	\$.325	\$.25	\$.25
Full-time	\$25.00	\$25.00	\$25.00

The only provision of the overtime section of this Agreement that applies to Porters is that of overtime after forty (40) hours of work in a regular work week and thirty-two (32) hours of work in a holiday work week. The premium shift payment shall not apply to Porters.

Section 12 - General Merchandise Clerk

A) <u>Part-time Rates</u>	After 30-days	\$3.55
	After 6 mos.	3.75
	After 12 mos.	4.00

General wage increase for part-time employees with 12-months service:

<u>2/13/83</u>	<u>2/12/84</u>
\$.15	\$.15

B) <u>Full-time Rates</u>	After 30-days	\$155.00
	After 4 mos.	170.00
	After 12 mos.	190.00
	After 18 mos.	205.00
	After 24 mos.	225.00

C) General Merchandise Clerks shall be a separate classification.

D) The definition of General Merchandise is Health & Beauty Aids, plus the following types of commodities: cookware, small plastics, rubbermaid, glasses/mugs, matchbox toys, magazines, twin closet supplies, paint, glues/sealers, bathroom accessories, shelf lines, cosmetics, kitchen gadgets, hardware, automotive, cards, sewing needs, hair care, party goods, and any similar categories.

E) The distinction between General Merchandise Clerk and others in the store is to be furthered by use of aprons.

F)The intent of this classification is not to displace existing people now performing the function.

G)General Merchandise Clerks are only to be used in stores with over 300 linear feet of general merchandise.

H)Seniority shall be within the General Merchandise Department only.

Section 13 - Bake-Off

A)Part-time Rates	After 30-days	\$3.50
	After 6 mos.	3.70
	After 12 mos.	3.95

General wage increase for part-time employees with 12-months service:

2/13/83	2/12/84
<u>\$.15</u>	<u>\$.15</u>

B) <u>Full-time Rates</u>	After 30 days	\$155.00
	After 4 mos.	170.00
	After 12 mos.	190.00
	After 18 mos.	205.00
	After 24 mos.	225.00

C)Sunday and holiday rotation shall be within the department.

D)Seniority shall be within the Bake-off Department only.

E)Employees may be scheduled up to 5 nights at straight time.

F)Starting time shall be 5:00 A.M. at straight time.

Section 14 - NIGHT STOCKERS

Working conditions and wages for those people who are selected to work the night shift in stores designated by the Employer:

A) The regular work week to consist of five (5) days of eight (8) hours each for a total of forty (40) hours.

The holiday work week to consist of four (4) days of eight (8) hours each for a total of thirty-two (32) hours.

B)The hours of work shall be consecutive between 11:00 P.M. and 8:00 A.M.

C)The lunch period will consist of one-half hour to be taken within the eight-hour day. Time taken for lunch will be considered as working time. No provisions are made for rest periods.

D) The Night Stockers' total pay shall apply to Articles 10, 15, 17, 18, 20 and 41.

E) It is understood and agreed between the Employer and the Union that should a situation arise whereby the Employer desires to change the starting time for a Night Stocker from 11:00 P.M. to 10:00 P.M., the local union involved and the Employer shall meet and mutually agree on the starting time.

F) Full-Time Night Crew

1 *Night Assistant - holding classification as of 2/21/82 only:

	<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
Rate	<u>\$487.50</u>	<u>\$491.75</u>	<u>\$495.75</u>
General Wage Inc.	25.00	4.25	4.00

2 *Night Crew Chief - holding classification as of 2/21/82 only:

	<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
Rate	<u>\$453.75</u>	<u>\$458.00</u>	<u>\$462.00</u>
General Wage Inc.	25.00	4.25	4.00

3 Night Crew Chief - Appointed after 2/21/82:

	<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
	<u>\$397.00</u>	<u>\$422.00</u>	<u>\$447.00</u>

4 Full-time Night Crew Clerk

a) Holding classification as of 2/21/82 only:

	<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
Top Rate	<u>\$433.75</u>	<u>\$438.00</u>	<u>\$442.00</u>
General Wage Inc.	25.00	4.25	4.00

*Effective 2/13/83 employees in these classifications on 2/21/82 and still holding these classifications will receive a payment of \$500.00.

b) Any employee assigned to the night crew after 2/21/82 will be paid a premium of \$.625 per hour premium over the applicable rates as provided in Section 3 of this Article.

G) Part-time Night Crew

1) Part-time Night Crew - on Payroll as of 2/21/82

Rates	<u>2/14/82</u>	<u>2/13/83</u>	<u>2/12/84</u>
Start	<u>\$4.67</u>	<u>\$-</u>	<u>\$-</u>
After 30 days	4.80	-	-
After 6 mos.	4.85	-	-
After 12 mos.	5.10	5.35	-

After 18 mos.	5.40	5.55	-
After 24 mos.	5.60	5.85	6.10
After 30 mos.	6.10	6.25	6.50
After 36 mos	7.27	7.27	7.27

2) On 2/14/82 all employees with less than 36 months will receive a \$.325/hr. general wage increase and be at a rate which is no less than their present day rate plus \$.325, plus \$1.00 premium. In addition, these employees will receive general wage increases as follows:

<u>2/13/83</u>	<u>2/12/84</u>
\$.25	\$.25

3) Employees with at least 36 months on 2/14/82:

<u>2/14/82</u>	<u>2/13/83*</u>	<u>2/12/84</u>
\$8.095	\$8.095	\$8.095

On 2/14/82 all part-time with 36 months will receive a \$.325 general wage increase.

*Effective 2/13/83 employees who had 36 months of service on 2/21/82 and still holding this classification will receive a payment of \$50.00

4) Any employee assigned to the night crew after 2/21/82 will be paid a premium of \$.625 per hour premium over the applicable rates as provided in Section 8 or Section 9 of this Article.

5) Three (3) part-time night stockers may work the night shift in each store *(effective 2/12/84, Four (4) part-time night stockers). A part-time night stocker shall be scheduled for at least eight (8) hours per night on the night shift. No full-time night stocker shall be reduced in hours as a result of introducing a part-time night stocker. Part-time night stockers shall not be scheduled so as to displace a regular 40-hour work week.

Section 15 - CREDIT FOR PART-TIME HOURS

(A) A part-time employee who changes to full-time employment shall receive credit for the time spent in part-time employment towards full-time wage step-up consideration on the basis of two part-time weeks equals one full-time week.

(B) When the conversion is made, such credit will be applied to the full-time rate schedule in the individual's classification, and will be paid that rate, and upon completion of the remaining time necessary will go to the next higher rate. In computing the remaining time, 17 weeks shall equal 4 months.

(C) A part-time employee who changes to full-time employment and retains full-time employment status for less than three (3) months and then returns to his part-time status will receive the hourly rate to which he was entitled had he not changed his status.

(D) A part-time employee who changes to full-time employment for more than three (3) months and then returns to part-time status will receive a rate determined by dividing his full-time basic wage for forty (40) hours. This shall not apply during the period of May 1st through September 15th.

(E) A full-time employee who requests a reduction to part-time will receive a part-time rate of pay based upon his seniority.

Section 16 - RELIEF MANAGER

(A) A member of the bargaining unit shall receive \$7.00 for a daily replacement of a Grocery Head and/or Grocery Department Head and/or Produce Head in a partial week. If the replacement holds the classification of Grocery Head or Produce Head this provision shall not apply.

(B) A member of the bargaining unit shall receive the applicable base rate when he replaces the Grocery or Produce Department Head for a full workweek.

Section 17 - EMERGENCY CALL-IN

No less than three (3) hours pay for emergency calls for all employees who show up to be paid at the rate of overtime.

ARTICLE 15

VACATIONS

Section 1 - ELIGIBILITY

All employees shall be eligible for vacation on their anniversary date of employment on the following basis:

1st Anniversary date of continuous employment - one week vacation

2nd Anniversary date of continuous employment - two weeks' vacation

5 years of continuous employment - three weeks' vacation

12 years of continuous employment - four weeks' vacation

20 years of continuous employment - five weeks' vacation

In the event a part-time employee changes to full-time employment, his vacation credit will be computed on average hours back one year.

ELIGIBILITY FOR VACATION BENEFITS AS OF JANUARY 1

(A) Once an employee has qualified for one week's vacation benefits he is thereafter eligible for one week of vacation with pay as of January 1 of the succeeding year. The second week's vacation shall be taken on or after the second anniversary date.

(B) Once an employee has qualified for two weeks' vacation benefits he is thereafter eligible for vacation benefits as of January 1 of each succeeding year.

(C) Eligibility for the third, fourth and fifth week of vacation is effective as of January 1 of the year in which the appropriate anniversary occurs.

(D) All vacation time earned shall be taken during the year in which eligibility occurs.

(E) If an employee does not take his vacation by December 31 because of a request by the Employer, the Employer shall pay the employee his appropriate vacation pay and he shall not be given compensating time off.

Section 2

(A) The regular vacation period is from January first through December thirty-first.

(B) The Employer shall post vacation forms by December 15 of the preceding year to permit selection of the third, fourth, and fifth week of vacation for those who may be eligible. The regular vacation schedule shall be posted by April 15.

(C) When an employee's vacation falls during a holiday week, the week immediately following shall be that employee's holiday work week.

Section 3

(A) VACATION PAY - FULL-TIME EMPLOYEES

A full-time employee shall receive as vacation pay his basic wages for his regular classification, or his regular classification as of January 1 of the vacation year, whichever is the greater.

(B) VACATION PAY - PART-TIME EMPLOYEES

A part-time employee shall be paid at his current rate of pay multiplied by his average weekly straight-time hours paid for the year preceding his vacation.

Section 4

(A) FIRST AND SECOND WEEK'S VACATION

The first and second week vacations shall be taken at a time mutually convenient to the Employer and employee during the summer months, if possible, in scheduling these vacations, preference shall be given to seniority.

(B) THIRD, FOURTH, AND FIFTH WEEK'S VACATION

The third, fourth and fifth week vacations shall normally be taken during the winter months at a time mutually convenient to the Employer and the employee. In scheduling these vacations, preference shall be given to seniority.

(C) Preference for selection of vacation periods for all employees shall be as follows:

1. Department Head (Grocery and Produce)
2. Full-Time employees by seniority
3. Part-Time employees by seniority

ARTICLE 16

MANAGEMENT

- (A) The management of the Employer's business and the direction of the working forces shall vest solely in the Employer within the provisions of this Agreement.
- (B) The Employer agrees to supply its supervision with copies of this Agreement and assumes full responsibility for their observance of its terms.

ARTICLE 17

INJURIES

Section 1 -In cases where injuries are sustained on the job, and where the employees, full or part-time, are unable to work his scheduled hours because of said injury, such an employee shall not suffer any loss in pay for a maximum of five (5) days within a period of ten (10) days. The day of injury shall not be counted as one of the five (5) compensable days.

Section 2 -In the event of an injury sustained on the job which does not immediately result in loss of time at work, the above provisions will be applicable on the first occasion that such injury results in loss of time at work.

Section 3 - The Company agrees to authorize its Store Managers (a copy of such authorization to be forwarded to each local union) to advance out of store funds an amount equal to five days' pay for employees who are clearly disabled by an accident occurring on the job. The purpose of this Agreement is to help the employee maintain continuity of income insofar as possible while insurance claims and/or requests for supplementary pay are being processed. It is understood that the employee will reimburse the store funds as quickly as possible, but no later than the next regular pay day after he has been reimbursed by the insurance Company.

Section 4 - Employees receiving Workers' Compensation retain the right of re-employment for up to two (2) years from the day of injury.

Section 5 - In the case of injuries sustained on the job, the Company shall continue to make contributions for eligible employees to the Health and Welfare and Pension Funds for a period of up to six (6) months. Pension contributions shall be based on forty (40) hours per week for full-time employees, and average hours in the four (4) weeks prior to the week of the injury in the case of part-time employees.

ARTICLE 18

JURY DUTY

Any employee who is called to serve on Jury Duty shall receive pay for actual hours worked for the employer. If this pay together with his jury duty pay does not equal his regular weekly rate of pay, the Employer will make up the difference, provided he works for the Employer during such hours when, because the Jury is not sitting, he is reasonably available for work. However, the Employee shall not be required to work the sixth day if he serves on Jury Duty and/or works five days or more in a regular week and he shall not be required to work the fifth day if he serves on Jury Duty and/or four (4) days or more in a holiday week.

ARTICLE 19

MILITARY DUTY

Section 1 - Any employee who enlists or is drafted into the Military Service of the United States shall be placed on a leave of absence for his period of service up to forty-eight months. Such leave of absence shall terminate after 90 days from his date of discharge. Employees on military leave of absence of up to six (6) months shall return to work within thirty-one (31) days after release from military service.

The Employer will reinstate in compliance with Veteran's Re-employment Statute an employee who has re-employment rights under the law and who has applied for reinstatement within the legally required period of time after his date of dis-

charge. He shall be reinstated no later than the second Monday after he has made application to return and upon receipt by the Employer of the employee's discharge papers (Form DD214). Time spent on Military Leave shall be counted as continuous service with the Employer.

Section 2 - EMERGENCY NATIONAL GUARD DUTY

An employee called to National Guard duty because of a local emergency by decree of the State shall suffer no loss of basic pay.

Section 3 - Mandatory Military Physicals - Any employee who is called upon during working hours to take a physical examination for the purpose of classification or of entry into the Armed Forces may have his examination without loss of basic pay. The employee's day off shall not be changed to avoid payment under this section.

Section 4 - An employee shall not be required to take Military Training duty as his earned vacation. If a holiday provided for in this Agreement falls during an employee's two (2) week training period, the week immediately following shall be that employee's holiday work week.

Section 5 - Regular full-time employees who have one or more years of continuous full-time service with the Employer are entitled to receive three week's Military Leave Separation Pay when called into the Armed Forces for a normal enlistment.

- (A) A normal enlistment in the Armed Forces is a period of not less than two years.

When an employee leaves for the Armed Forces, he obtains a letter from the Commanding Officer after he has been assigned to his first training center and forwards this letter to the Personnel Division. This letter shall confirm his induction into the service and state length of enlistment. The Military Leave Separation Pay is forwarded to the employee upon receipt of the letter of confirmation.

Regular full-time employees, who are members of Reserve or National Guard Units and who have one or more years of continuous full-time service with the Company, shall be entitled to the following military leave pay if they are called to active duty by Federal Order:

- (A) One week's pay upon confirmation from Commanding Officer when inductee has been assigned.
- (B) One week's pay after nine months of service.
- (C) One week's pay after fifteen months of service.

It shall be the responsibility of the inductee to send in a letter of confirmation from the Commanding Officer confirming the continuous active duty after nine months and after fifteen months. Upon receipt of this letter, check will be forwarded to the inductee.

ARTICLE 20

DEATH IN FAMILY

Section 1- In the event of a death in the immediate family of an employee, full-time employees shall be granted three (3) days leave without loss in pay. Part-time employees shall be granted up to three (3) days leave without loss in pay only according to the hours they are regularly scheduled to work during this period. In the event of a death of a full-time employee's spouse or child, he shall receive five (5) days off without loss in pay. In the event of a death of a part-time employee's spouse or child, he shall be granted up to five (5) days leave without loss in pay, only according to the hours they are regularly scheduled to work during this period.

Section 2 - For the purposes of this Article, it is agreed that a member of the immediate family shall be considered to be the employee's father, mother, brother, sister, mother-in-law, father-in-law, or any member of the family residing in the employee's home.

Section 3 - The date of notification of death of a member of the immediate family for those employees who are on the job shall not be counted as one of the three (3) days funeral leave.

Section 4 - Any employee who is on a paid vacation at the time of death of a member of the employee's family as listed above shall be entitled to an additional three (3) days or five (5) days off as vacation immediately following the employee's regular vacation.

Section 5- The Employer agrees that in the event of the death of a grandparent or grandchild, a brother-in-law or sister-in-law of an employee, the employee shall be granted one (1) day off without loss in pay on the day of the funeral.

ARTICLE 21

HEALTH & WELFARE

CONTRIBUTIONS

FULL-TIME EMPLOYEES - All full-time employees in the active employ of the Employer the first day of each month.

PART-TIME EMPLOYEES - All part-time employees, except for Courtesy Clerks, Bake-Off Clerks, and General Merchandise Clerks in the active employ of the Employer the first day of each month and who have nine months of continuous part-time service. All Courtesy Clerks, Bake-Off Clerks, and General Merchandise Clerks in the active employ of the Employer the first of each month and who have twelve months or more of continuous service.

MONTHLY AMOUNT TO BE CONTRIBUTED - To the U.F.C.W. and participating Employers Interstate Health & Welfare Fund:

	3/1/82
Full-time	\$133.00
Part-time	35.00

The Entire Article will be reopened on 3/1/83 and shall not be subject to Article 23 of this Agreement.

ARTICLE 22

RETIREMENT

The Employer will contribute the following hourly amounts to the New England U.F.C.W. & Employers' Pension Plan for eligible employees.

CONTRIBUTIONS

Full-Time Employees - All full-time active employees the first of the month following thirty (30) days of continuous full-time employment.

Part-Time Employees - All part-time active employees the first of the month following twelve (12) months of continuous part-time employment.

AMOUNT TO BE CONTRIBUTED

FULL-TIME EMPLOYEES - Forty-five (45¢) cents per paid hour.

PART-TIME EMPLOYEES - Forty-five (45¢) cents per paid hour.

"All employees covered by this Agreement shall retire from the employ of the Company no later than the first day of the month following their 70th birthday, or at such later age as is provided by the existing Federal or State Law."

ARTICLE 23

NO STRIKES - NO LOCKOUTS

Section 1 - It is mutually agreed by the parties hereto that throughout the life of this Agreement, there shall be no strikes, lockouts, picketing, boycotts, or stoppage of work, and that any difference or misunderstanding which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves.

Section 2 - It is further mutually agreed that the Employer shall have the right to take action it deems advisable, including discipline and discharge, against any employee engaging in, participating, encouraging, aiding or abetting any such unauthorized strike, walkout, or stoppage of work. However, an issue of fact as to whether or not any particular employee engaged in, participated in, or encouraged any strike or work stoppage may be subject to the grievance procedure established by Article 25 hereof.

ARTICLE 24

CROSSING PICKET LINE

It is understood and agreed that, in the event of a strike by a Union having contractual relations with the Employer, other than the Union or its Locals which are parties hereto, which strike is legal and is sanctioned by the International body of such Union, the employees covered by this Agreement shall not be required to cross a picket line.

ARTICLE 25

GRIEVANCE AND ARBITRATION

Section 1 - In the event that a grievance shall arise under the terms of this Agreement, the procedures outlined in this Article shall be followed.

Section 2 - GRIEVANCE PROCEDURE

In the event that a problem should arise, the employee may take up this problem with his Department Head or his Union Business Agent for adjustment. No employee shall be discriminated against because of union activity. If the employee feels that his problem has not been solved to his satisfaction and he desires to make a grievance, the grievance shall be dealt with in the following manner:

FIRST STEP - The employee may report his grievance to the Store Manager or the Union Business Agent and these parties will meet to adjust the grievance.

SECOND STEP- If the grievance is not settled, the Union Business Agent shall meet with the Employer's Market Supervision and attempt to settle the grievance.

THIRD STEP- If the grievance is not settled, the grievance shall be referred to the Employer's Labor Relations Division. The Labor Relations Division shall discuss the grievance with a Union Business Agent and endeavor to settle the grievance. In the event the grievance is not settled in the third step, it shall be submitted to arbitration in accordance with Section 3.

In the event of any grievance over a discharge, or a suspension pending discharge, the Union shall notify the Company of such grievance within fourteen (14) days of the date on which the Union is notified of such discharge, or suspension pending discharge, or its right to arbitration shall be forfeited.

Section 3 - ARBITRATION PROCEDURE

In the event that the Employer and the Union are unable to settle a grievance and/or dispute within seven (7) days after the conclusion of the

discussion under Step 3 set forth in Section 2 of this Article, then either party may request arbitration of said grievance by serving upon the other party, no later than fourteen (14) days following the date of the 1st discussion under Step 3 of the Grievance Procedure, written request for arbitration and a failure to so request arbitration within the aforesaid fourteen-day period shall constitute a waiver of the grievance.

The parties shall endeavor to agree upon an impartial arbitrator and, in the event that they are unable to so agree within (10) days after request for arbitration has been made in accordance with the foregoing, then the aggrieved party (the Employer or the Union) may request either the American Arbitration Association or the respective State Board of Arbitration who shall hear and determine the case in accordance with the then prevailing rules of the American Arbitration Association and/or the State Board.

Section 4 - The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement.

Section 5 - The decision of the arbitrator shall be final and binding upon the parties to this Agreement and the Employees covered hereby.

Section 6 - The fee and expense of the arbitrator shall be borne one-half by the Employer and one-half by the Union.

ARTICLE 26

SENIORITY

Section 1 - Seniority is defined as the length of continuous employment under this Agreement. Subject to any exceptions in this article, seniority shall prevail in layoffs due to lack of work. Seniority shall be broken by:

- (a) Voluntary quit
- (b) Layoff due to lack of work for twelve (12) months
- (c) Discharge for cause
- (d) Failure to return to work within the time allowed after a layoff or leave of absence.
- (e) One who works elsewhere while on a leave of absence without express permission in writing from the Employer to be so employed.

Section 2

(A) The date determining a full-time employee's employment date for purposes of seniority consideration in layoffs due to lack of work is the date he was either employed for, or appointed to, full-time work; except that where a full-time employee has had prior continuous service as a part-time employee before being appointed to full-time work and has worked full-time for a continuous period of four months, he shall be credited one month for each two months of part-time service in establishing his employment date for purpose of layoff by seniority.

(B) The Employer shall furnish twice yearly, each local union with an up-to-date seniority roster of the employees for the Local's area showing the employee's name, classification and seniority date. There shall be a separate seniority list for full-time and part-time employees.

Section 3 - The principle of seniority shall apply in all layoffs due to lack of work covering all employees within the job classification within the agreed upon areas.

Part-time employees employed on the first of the month following 30 days of employment who are laid off for lack of work, shall have seniority rights within the store, except in the case of store closings where seniority rights shall be within the area.

When the Employer determines that reductions and/or layoffs are necessary, the Employer and the Union shall meet to discuss the application of the Agreements set forth in this Article prior to any reduction and/or layoffs.

When there is an excess number of employees within a job classification, an employee in that job classification shall be assigned to a lower classification. In the reduction of classified employees, availability and qualifications shall be considered when such employees have been in the classified position for four months or more.

For classified employees, "lower classifications" is defined as follows:

- (A) Grocery Department Head replaces an Assistant Grocery Department Head, Cash Department Head, or Head Clerks.
- (B) An Assistant Grocery Department Head, Cash Department Head, or Head Clerk replaces a full-time clerk.
- (C) A Produce Department Head replaces a Produce Head Clerk
- (D) A Produce Head Clerk replaces a full-time Clerk.
- (E) Full-time Cash Office Clerk replaces a full-time Clerk
- (F) Head Florist Clerk replaces full-time Clerk.

For Clerks, "lower classifications" are defined as follows:

- (A) Full-time Clerk replaces part-time Clerk or Checker.
- (B) A part-time Clerk or Checker replaces a Service Clerk or Courtesy Clerk.
- (C) A service Clerk or Courtesy Clerk shall not replace a part-time Clerk or Checker.

Section 4 - A full-time employee who accepts part-time work shall be eligible for his benefits as of the date of his reduction for a period not to exceed six (6) months.

Section 5 - SEVERANCE PAY

(A) ELIGIBILITY

To be eligible for severance pay, an employee must:

- (1) Be hired or appointed to full-time prior to 2/21/82
- (2) Be a full-time employee with a minimum of one year's continuous service, and
- (3) Have been laid off for lack of work, and
- (4) Not be working with the Employer on a part-time basis, and
- (5) Have either exhausted his recall rights or has chosen at the time of layoff to forfeit his recall rights

- (B) Once an employee is eligible for severance pay, he shall receive one week's pay for each full year of continuous full-time service.

Section 6 - Full-time employees with three (3) months of employment, laid off for lack of work, shall be given preference in re-employment within a period not to exceed twelve (12) months after their day of layoff. Such preference of employment shall be offered to the employees within an area which reasonably conforms to their former place of employment. If the employees are re-employed within the above period after the date of layoff, they shall be reinstated and shall not lose their continuity of employment.

Part-time employees with six (6) months of service shall have six (6) months recall rights. Recall shall be within the store, except in the case of store closings when it shall be within the area.

Section 7- Full-time employees, laid off because of lack of work, where no other full-time work in the same job classification is available within the area, may be offered part-time work if part-time work is available even if this means replacing part-time employees. The full-time employee who accepts temporary part-time work will be given first preference for full-time work when it become available.

Section 8- Notification of layoff shall be as follows: ALL EMPLOYEES - one week or one week's pay in lieu of notice.

Section 9- PROMOTION

(A) The Employer shall continue its efforts to train senior employees to fill higher rated classifications. Promotions to classified positions shall be made from full-time employees only.

(B) In the matter of promotions, the Employer shall have the right to exercise its judgement on fitness and ability and shall make the determination after giving due regard to seniority and after considering suggestions and recommendations of the Union.

Section 10 - Whenever a full-time job vacancy occurs in an unclassified job in the area, the job will be offered to a part-time employee. The employer shall have the right to exercise its judgment on qualifications and ability and shall make the determination after giving due regard to seniority. In instances where qualifications and ability are equal, seniority will be the determinant.

The employee promoted to full-time shall be on probation for a period of 90-days. If either the employee or employer should determine the change is not satisfactory, the employee shall be returned to his/her former position with seniority and pay as if he/she has never left.

The Company shall post in each store from March 1 to March 15 of each year, a survey sheet for part-time employees seeking a full-time job on a permanent basis. Part-time employees only may sign the list if they are available for and desiring full-time employment on a continuing basis. If no employee on the list offers to fill the position available, the Company may fill the position from any source available to them.

Section 11 - When a regular schedule with more part-time hours is available within a department in a store, it shall be offered in order of seniority to part-time employees within the department in the store, provided they are available on a continuing basis.

If the need arises for additional unscheduled hours, such hours shall be first offered in order of seniority to employees working in the department at the time such hours arise. If the employees working in the department are unavailable to work all the hours, the Company will make every reasonable effort to call in employees not working at the time in order of seniority within the department. Such additional hours will not be required to be offered to any employees for whom the hours would be paid at the overtime rate.

This in no way restricts the Company from working employees across departments.

Section 12 - Recall of employees who have been laid off shall be made as follows:

ALL EMPLOYEES - The employee shall be notified by telephone that work is available. If he cannot be contacted by telephone, he shall be notified by certified mail. If no reply is received within five (5) working days, the employee shall be terminated. Part-time employees shall be recalled on a store basis. However, the Employer shall make every reasonable effort to provide work in stores which reasonably conform with their former place of employment.

Section 13 - Any employee transferred or promoted out of the bargaining unit as of February 10, 1975 or later shall accumulate no seniority while out of the unit. Once the employee has been out of the bargaining unit covered by this Agreement for one year as a result of a transfer or promotion and he then should re-enter the bargaining unit, his seniority date would then be the date of his re-entry into the bargaining unit.

ARTICLE 27

UNION CHECKOFF

Section 1 - The Employer agrees that it will deduct from the wages of the employees, the initiation fee and monthly/weekly dues and arrears uniformly required by the Union, provided it has a signed authorization from the employee, and will forward same to the Union, during the month in which it is deducted, together with a list of the employees from whom such deductions were made.

Section 2 - The Employer will deduct from employee's pay amounts due to any credit union affiliated with a Local Union and forward the same to the Credit Union, provided that the employee has authorized the deduction in a form which may be revocable.

Section 3 - The Employer agrees to deduct periodically from the pay of each employee who is a union member and who executes an appropriate voluntary checkoff authorization form to the UFCW Active Ballot Club the amount specified in the checkoff authorization form signed and dated by the employee. The deduction shall continue for the life of this Agreement for each employee who signs a checkoff authorization form unless the employee revokes the authorization in writing. The Employer agrees to transmit periodically UFCW Active Ballot Club deductions to the UFCW Active Ballot Club in care of the Local Union or the UFCW, as may be appropriate, together with the names of employees for whom deductions have been made and the amounts deducted for each employee.

All deductions and transmittals shall be subject to and in strict accordance with all applicable laws.

ARTICLE 28

WORK SCHEDULES

The Employer shall post a work schedule in ink for all employees covered by this Agreement no later than 3:00 P.M. each Friday for the following week. Changes may be made in this schedule in an emergency situation only.

ARTICLE 29

POLYGRAPH

The Employer agrees that he will not request, require, or accept any voluntary offer from any employee to take a lie-detector test, or any similar test.

ARTICLE 30

TRANSFERS

Reasonable transfers may be made by the Employer provided the Union and the Employee have been notified in writing at least seven (7) days in advance of the transfer or by phone or in person to be confirmed in writing. No transfers are to be made between local union areas unless the Employer notifies the local unions involved.

If a grievance should arise as a result of the intended transfer, then the Union and the Employer shall meet within the aforesaid seven (7) days for the purpose of making disposition of the grievance. Should the grievance not be settled at this meeting, the transfer shall be delayed for seven (7) days from the original date the transfer was to be made.

No transfers will be made between locals except by mutual agreement between the Company and the Union.

ARTICLE 31

TRANSPORTATION

Section 1 - Whenever an employee is transferred to a store requiring a carfare expense greater than the basic public transportation fare, that employee is reimbursed for this additional expense, not as salary but as expense, so long as it is incurred; this does not apply in the case of an employee who at the time of employment is assigned to a store requiring an expense greater than the basic public transportation fare.

Section 2 - Whenever an employee is transferred to a store beyond the area of the basic public transportation fare and uses his car to go to and from work he receives mileage allowance at the rate of twenty (20¢) cents per mile for miles traveled in excess of twenty (20) miles per day; this does not apply in the case of an employee who at the time of employment is assigned to a store requiring travel by car in excess of twenty (20) miles.

Section 3 - In those instances where an employee moves his residence to a point more distant from his place of employment than when originally assigned to a store, he does not receive additional carfare or mileage allowance.

Section 4 - The Employer shall not be liable for pay under this Article for any period more than six (6) months prior to the time the employee brings this matter to the Local Union's attention as evidenced by notification by the Union to the Employer.

Section 5 - Employees temporarily transferred for purposes of a store opening or remodeling where an overnight stay is required shall be reimbursed for all reasonable expenses incurred including, but not limited to, transportation, car mileage (.20 per mile), meals, and lodging.

Section 6 - Where promotions are involved, transportation expenses shall be handled individually to the mutual satisfaction of the Employer, Employee, and the Union.

ARTICLE 32

BULLETIN BOARDS

The employer agrees to provide space on store Bulletin Boards for the union to post notices.

ARTICLE 33

VALIDITY

Section 1 - In the event the law invalidates any section of the contract, such section shall become null and void, and the Union and the Employer shall meet to re-negotiate that section.

Section 2 - Nothing contained in this section shall be construed so as to require the Employer to violate any applicable law. In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive maximum union security which may be lawfully permissible.

Section 3 - In the event any government controls governing the conditions of this Agreement are modified or removed, the parties shall implement the Agreement so as to provide the maximum terms and conditions that are permissible by law.

ARTICLE 34

TIME CLOCKS

- A. The Employer agrees that he shall have time clocks in all stores covered by this Agreement.
- B. All Employees in the bargaining unit shall properly record his time on the time cards.
- C. An employee reporting for work shall punch his time card when ready for work with his store uniform on.
- D. An employee having finished his work day shall punch out before removing his store uniform.
- E. Payrolls shall be prepared from the time card.
- F. Material falsification of any time card shall result in severe disciplinary action.

ARTICLE 35

STORE REPRESENTATIVES

- A. The Union shall have the right to have a Store Representative in each of the Employer's stores covered by this Agreement.
- B. In addition to their Seniority rights as regular employees, Store Representatives shall have top seniority in lay-offs due to lack of work.
- C. No Store Representative shall be transferred unless such transfer is mutually agreed upon between the Employer and the Union.
- D. The duties of the Store Representative shall be to report any irregularities to the Union Office. In no instance shall the Store Representative be discriminated against for discharging such duties.
- E. The Union shall supply the Employer with a list of the Store Representatives and the store locations. The Union will notify the Employer on all changes.
- F. The Company will arrange the scheduled day off (Monday, Tuesday or Wednesday) for Shop Stewards to coincide with the annual Shop Stewards Seminar, or will permit the Shop Steward to use either a sick leave day or personal holiday.

Store Managers must be notified in advance so that appropriate arrangements can be made.

ARTICLE 36

MANAGEMENT TRAINEES

It shall be understood that Management Trainees are being trained for positions outside the bargaining unit. The Employer shall notify the local union involved when employee is designated as a Management Trainee.

ARTICLE 37

STORE CARDS/DECALS

Store cards or decals of the Union shall be displayed in a prominent place in all of the Employer's stores covered by this Agreement, but these cards or decals shall at all times remain the property of the Union.

ARTICLE 38

WAGE STATEMENT

The Employer shall establish regular weekly pay days, except as it may change due to a holiday, and furnish to each employee on such pay days, a wage statement showing the date, name of the employee, total hours worked, total amount of wages paid, and itemized deductions made therefrom.

ARTICLE 39

SICK LEAVE

Section 1 - FULL-TIME EMPLOYEES

Full-time employees in the employ of the Employer shall be eligible to receive paid sick leave as follows:

February 14, 1982 - February 12, 1983 - Nine (9) days
February 13, 1983 - February 11, 1984 - Nine (9) days
February 12, 1984 - February 9, 1985 - Nine (9) days

Any full-time employee who is employed within the above periods shall be entitled to sick leave on the basis of one day for each six (6) weeks of full-time continuous service. A full-time employee who has unused sick leave at the end of any of the above years shall receive one hundred percent (100%) of the unused sick leave in cash.

Section 2 - PART-TIME EMPLOYEES

Part-time employees hired prior to 2/21/82 shall receive paid sick leave as follows:

Fifteen (15) hours sick leave after six (6) months service

Twenty-four (24) hours sick leave after twelve (12) months service

Part-time employees hired on or after 2/21/82 shall receive paid sick leave as follows:

Fifteen (15) hours sick leave after twelve (12) months service

Twenty-four (24) hours sick leave after twenty-four (24) months service

100% of the unused sick leave will be reimbursed in cash.

Section 3 - In lieu of the above provisions, Grocery and Produce Department Heads shall receive up to four (4) weeks' supplementary pay, as needed, for each illness or accident.

ARTICLE 40

AUTOMATION - MECHANIZATION - NEW CLASSIFICATIONS

The Employer will notify the Union before introducing any new type of production equipment, before setting up a new department, or before establishing a new classification not presently listed within this Agreement. Prior to such introduction the Union and the Employer shall meet and discuss the conditions by which such introduction will be made.

ARTICLE 41

INTERPRETATION OF AGREEMENT

The only person qualified to interpret this Agreement on behalf of the Union shall be those duly elected officers of the Union who participated in the negotiations.

ARTICLE 42

DURATION

This Agreement shall take effect February 14, 1982 and shall continue in full force and effect until midnight February 9, 1985 and shall be continued for an additional year unless sixty (60) days prior to February 9, 1985 either the Union or the Employer gives written notice by registered mail to the other that it desires to amend or terminate this Agreement. During negotiations of any proposed new agreement or amendments, the terms of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals by their duly authorized officers and representatives this as of the day and year first above written.

THE STOP & SHOP COMPANIES INC.

BY Louis Spetrine 1325

BY Paul Crowe 1445

BY Irvin B. Acheronoff

President, Stop & Shop
Supermarket Co.

BY William M. Vayle

Vice President,
Employee Relations

February 21, 1982

MEMORANDUM OF UNDERSTANDING

The following understanding between UFCW Locals 1325 and 1445 are made part of the Collective Bargaining Agreement dated February 14, 1982.

- 1) The Company recognizes the Union as the bargaining agent for the Company's employees working at bake-offs operated by the Company which are not adjacent or contiguous to the Meat Department. Separate wages and conditions will be negotiated for these employees.
- 2) If an Industrial Accident claim has been filed, and no payment has been made within thirty (30) days from the date of filing, the Company will notify the employee on the option regarding a waiver with the Health & Welfare Fund.
- 3) In Section 3 of Article 26 ("Seniority"), the "agreed upon areas" are understood to be:
 - 1) Local 1445
 - 2) Local 1325

FOR THE UNION:

Louis Spetreni Local 1325
Paul Crowe Local 1445

FOR THE COMPANY:

William M. Vaughan

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